

Counterpart No. 1

Counterpart No. 1 of this Equipment Schedule is the only Original. All other counterparts are duplicate originals. A security interest in this Equipment Schedule may be created and/or perfected only by possession of Counterpart No. 1. Possession of any other counterpart will not give rise to the creation or perfection of a security interest.

EQUIPMENT SCHEDULE NO. 1

Exhibit A

under

Master Lease dated as of June 30, 2000

Equipment Schedule Date: August 1, 2000

LESSEE:

Delphi Automotive Systems Corporation
5725 Delphi Drive
Troy, Michigan 48098

LESSOR:

Sentry Financial Corporation
201 South Main, Suite 1400
Salt Lake City, Utah 84111

Address for Notices: Same as above

Location of Equipment: Delco Electronics
Delphi Corporate Testing Lab
1916 South Elizabeth Street
Kokomo, IN 46902

Expected Delivery Date: Installed

Equipment:

<u>Qty</u>	<u>Mftr</u>	<u>Model/ Feature</u>	<u>Description</u>	<u>Serial No.</u>	<u>Lessor's Estimated Basis</u>
(1)	Lexmark	C1200	Color Laser Printer	1117400	\$2,700.00
(1)	Lexmark	W810	Optra Printer/Scanner/Fax	W800350	\$6,440.00
(1)	Lexmark	Finisher	Paper outputs, Stapler		\$1,110.00
Total					\$10,250.00

Return of Equipment: To be advised by Lessor.

Rent Payment Date: The first day of each month, in advance, beginning with the Lease Commencement Date.

Counterpart No. 1

Acceptance Date: The date referred to in Section 2 of Exhibit B, which will not be later than the date of delivery to Lessee of the Equipment.

Lease Commencement Date: The first day of the quarter immediately following the Acceptance Date.

Initial Lease Term: The lease term commences on the Acceptance Date and continues for Thirty-Six (36) months after the Lease Commencement Date.

Rent: (a) Rent (payable on each Rent Payment Date): \$284.00 per month. Rent is based on Lessor's Estimated Basis in the amount set forth or referenced above. If Lessor's Actual Cost as set forth in the Certificate of Acceptance is different from Lessor's Estimated Basis set forth or referenced herein, or if interest rate levels increase from the date of this Equipment Schedule to the Acceptance Date, Lessor shall adjust the Rent accordingly.

(b) Prorated Rent (payable on the Lease Commencement Date): An amount equal to 1/30th of the Rent multiplied by the number of days elapsed from and including the Acceptance Date to but excluding the Lease Commencement Date. If the first day of any month during the term of this Lease is not a business day, Rent for each month shall be due on the next subsequent business day.

Special Terms: Lessee agrees to include applicable use tax with each payment of Rent due hereunder, the amount of which may change one or more times during the Initial Term.

Master Lease: This Equipment Schedule No. 1 is issued pursuant to the Master Lease Agreement identified on page 1 hereof. All of the terms and conditions of the Master Lease Agreement are hereby incorporated herein and made a part hereof as if such terms and conditions were set forth herein. By their execution and delivery of this Equipment Schedule, the parties hereby reaffirm all of the terms and conditions of the Master Lease Agreement, except to the extent, if any, modified hereby.

IN WITNESS WHEREOF, the parties hereto have executed this Equipment Schedule No. 1 as of the day and year first set forth above.

LESSOR:

SENTRY FINANCIAL CORPORATION,
a Utah corporation

By: Jonathan M. Ruga

Name: Jonathan M. Ruga

Title: Chief Executive Officer

LESSEE:

**DELPHI AUTOMOTIVE SYSTEMS
CORPORATION,** a Delaware corporation

By: John Blahnik

Name: John Blahnik

Title: Treasurer

Counterpart No.1

Counterpart No. 1 of this Certificate of Acceptance is the only Original. All other counterparts are duplicate originals. A security interest in this Certificate of Acceptance may be created and/or perfected only by possession of Counterpart No. 1. Possession of any other counterpart will not give rise to the creation or perfection of a security interest.

CERTIFICATE OF ACCEPTANCE

to EQUIPMENT SCHEDULE NO. 1 dated as of August 1, 2000

EXHIBIT B

under

MASTER LEASE AGREEMENT dated as of June 30, 2000 between
Sentry Financial Corporation, a Utah Corporation, **as Lessor**,
and Delphi Automotive Systems Corporation, a Delaware corporation, **as Lessee**.

1. Items of Equipment:

Lessee hereby certifies that the items of Equipment referred to in this Exhibit B (which includes the amount of Lessor's Actual Basis of each such item) have been delivered to the location referred to below, inspected by Lessee, found to be in good order and unconditionally accepted as Leased Items under this Equipment Schedule and the Master Lease, all on the Acceptance Date referred to below, without prejudice, however, to any right or remedy Lessee may have against the manufacturer or supplier thereof. By its execution of this Certificate of Acceptance, Lessee acknowledges and agrees that the lease of the Equipment has begun as of the Acceptance Date set forth below and that Lessee shall not abate, set off, or deduct any amount or damages from or reduce the Basic Rent (or any other amounts due under the Equipment Schedule) for any reason whatsoever including, without limitation, the failure of the Equipment to properly function.

Location of Leased Items: Delco Electronics
Delphi Corporate Testing Lab
1916 South Elizabeth Street
Kokomo, IN 46902

2. Acceptance Date: August 1, 2000.

3. Representations by Lessee:

Lessee hereby represents and warrants to Lessor (and all Assignees thereof) that on the Acceptance Date:

- (1) The representations and warranties of Lessee contained in the Master Lease and Equipment Schedule No. 1 are true and correct in all material respects as though made on and as of the Acceptance Date.
- (2) Lessee has satisfied or complied with all requirements set forth in the Master Lease and Equipment Schedule No. 1 on or prior to the Acceptance Date.

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- (3) No Event of Default under the Master Lease, or the Equipment Schedule, has occurred and is continuing on the Acceptance Date.
- (4) Lessee has obtained, and there are in full force and effect, such insurance policies with respect to each Leased Item accepted pursuant hereto as are required to be obtained under the terms of the Master Lease and Equipment Schedule No. 1.

4. Description of Equipment and Lessor's Actual Basis:

<u>Qty</u>	<u>Mftr</u>	<u>Model/Feature/Description</u>	<u>Serial No.</u>	<u>Lessor's Actual Basis</u>
(1)	Lexmark C1200	Color Laser Printer	1117400	\$2,700.00
(1)	Lexmark W810	Optra Printer/Scanner/Fax	W800350	\$6,440.00
(1)	Lexmark Finisher	Paper outputs, Stapler		\$1,110.00
Total				\$10,250.00

Difference Between Lessor's Estimated Basis (as set forth in the Equipment Schedule) and **Lessor's Actual Basis** (as set forth herein): \$0.00 (increase/decrease) in Lessor's Actual Basis.

5. Rent: Lessee and Lessor hereby agree that, taking into account any change in Lessor's Basis from that set forth on the Equipment Schedule, the Rent (payable on each Rent Payment Date) shall be \$284.00 per month.

IN WITNESS WHEREOF, the parties hereto have executed this Certificate of Acceptance as of the date set forth in Section 2 hereof.

LESSOR:

Sentry Financial Corporation
a Utah corporation

By: Jonathan M. Rupa
Name: Jonathan M. Rupa
Title: Chief Executive Officer

LESSEE:

Delphi Automotive Systems Corporation
a Delaware corporation

By: John Blahnik
Name: John Blahnik
Title: Treasurer

STIPULATED LOSS VALUE

to EQUIPMENT SCHEDULE # 1 dated as of August 1, 2000

under

MASTER LEASE AGREEMENT dated as of June 30, 2000
between Sentry Financial Corporation, and
Delphi Automotive Systems Corporation

Pursuant to Article VII of the Master Lease Agreement, the Stipulated Loss Value payable with respect to any item of Equipment in the above-referenced Equipment Schedule will be the percent of Lessor's Acquisition Cost of such item set forth opposite the Monthly Rental payment number due on the date such Stipulated Loss Value is payable.

Payment of the Stipulated Loss Value will be in addition to the then due Monthly Rental payment for the Equipment.

After Monthly Rent Payment Number	Stipulated Loss Percentage	After Monthly Rent Payment Number	Stipulated Loss Percentage
1	103.00%	19	62.37%
2	102.10%	20	60.20%
3	100.60%	21	58.02%
4	98.90%	22	55.82%
5	91.53%	23	53.61%
6	89.52%	24	51.39%
7	87.50%	25	49.16%
8	85.47%	26	46.92%
9	83.43%	27	44.66%
10	81.38%	28	42.40%
11	79.31%	29	40.12%
12	77.24%	30	37.82%
13	75.15%	31	35.52%
14	73.05%	32	33.20%
15	70.94%	33	30.87%
16	68.81%	34	28.53%
17	66.68%	35	26.18%
18	64.53%	36	23.81%

LESSOR:

SENTRY FINANCIAL CORPORATION,
CORPORATION
a Utah corporation

By: Jonathan M. Ruga

Name: Jonathan M. Ruga

Title: Chief Executive Officer

LESSEE:

DELPHI AUTOMOTIVE SYSTEMS
a Delaware corporation

By: John Blahnik

Name: John Blahnik

Title: Treasurer

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to EQUIPMENT SCHEDULE # 1 dated as of August 1, 2000

under

MASTER LEASE AGREEMENT dated as of June 30, 2000
between Sentry Financial Corporation, and
Delphi Automotive Systems Corporation

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<u>After Monthly Rent Paymen Number</u>	<u>Stipulated Loss Percentage</u>	<u>After Monthly Rent Paymen Number</u>	<u>Stipulated Loss Percentage</u>
1	103.00%	19	62.37%
2	102.10%	20	60.20%
3	100.60%	21	58.02%
4	98.90%	22	55.82%
5	91.53%	23	53.61%
6	89.52%	24	51.39%
7	87.50%	25	49.16%
8	85.47%	26	46.92%
9	83.43%	27	44.66%
10	81.38%	28	42.40%
11	79.31%	29	40.12%
12	77.24%	30	37.82%
13	75.15%	31	35.52%
14	73.05%	32	33.20%
15	70.94%	33	30.87%
16	68.81%	34	28.53%
17	66.68%	35	26.18%
18	64.53%	36	23.81%

LESSOR:

**SENTRY FINANCIAL CORPORATION,
CORPORATION**
a Utah corporation

By: _____

Name: Jonathan M. RugaTitle: Chief Executive Officer**LESSEE:**

DELPHI AUTOMOTIVE SYSTEMS
a Delaware corporation

By: John BlahnikName: JOHN BLAHNIKTitle: TREASURER

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